

CAUSE NO. C-1-CV-18-008488

BRAVATEK, INC.

Plaintiff

v.

LIBERATED SOLUTIONS, INC.
AND BRIAN P. CONWAY

Defendants

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IN THE COUNTY COURT

AT LAW NO. 2

TRAVIS COUNTY, TEXAS

PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT JUDGMENT

Comes now Bravatek Solutions, Inc., Plaintiff in the above-styled and numbered cause of action, and brings this Motion for Entry of Default Judgment against Liberated Solutions, Inc. ("LIBE") and Brian P. Conway ("Defendant Conway"), for the reason that Defendants, though duly served with process, failed to appear and answer and respectfully shows this Court the following:

I. BACKGROUND

- 1) Plaintiff is Bravatek Solutions, Inc. ("Plaintiff"). Defendants are Liberated Solutions, Inc. and Brian P. Conway.
- 2) Plaintiff sued Defendants for breach of contract, money had and received, and misrepresentation.

II. FACTS

- 3) On September 7, 2018, Plaintiff filed its Original Petition against Defendants.
- 4) On September 10, 2018, citations were issued to Defendants LIBE and Conway.
- 5) Defendant Conway was served with citation and a copy of Plaintiff's Original Petition by and through the Secretary of State by certified mail, return receipt requested,

delivered to 15 Elvis Blvd., Chester, NY 10918. The Secretary of State received the return receipt on October 2, 2018 bearing Defendant Conway's signature.

6) LIBE was served with citation and a copy of Plaintiff's Original Petition by and through the Secretary of State by serving its registered agent, Corporate Administrative Services, Inc., via certified mail, return receipt requested, delivered to 1955 Baring Blvd., Sparks, NV 89434. The Secretary of State received the return receipt on September 28, 2018 bearing signature. Attached as **Exhibit A** are the Affidavits of Service on the Secretary of State and the Secretary of State's Certificates of Service for LIBE and Defendant Conway.

7) The returns of service have been on file with the Clerk of the Court at least ten (10) days, excluding the day of filing and today.

8) The deadline for Defendant Conway to file an answer was 10:00 A.M. on Monday, October 29, 2018.

9) The deadline for LIBE to file an answer was 10:00 A.M. on Monday, October 22, 2018.

10) The last known address for Defendant Conway is 15 Elvis Blvd., Chester, NY 10918. The last known address for LIBE is its registered agent, Corporate Administrative Services, Inc., 1955 Baring Blvd., Sparks, NV 89434. Attached as **Exhibit B** is a Certificate of Last Known Address for Defendants.

11) Defendant is not a member of the United States military. Attached as **Exhibit C** is an affidavit regarding his military status.

12) Attached as **Exhibit D** is the affidavit of Plaintiff supporting facts not apparent from the record.

III. LIABILITY & DAMAGES

13) The Court should render a default judgment against Defendants because Defendants were properly served and did not file an answer or any other pleading constituting an answer within the prescribed time period.

14) Plaintiff's affidavit, attached as **Exhibit D**, supports the following facts:

- a. Pursuant to a Joint Venture Agreement (the "Agreement") executed by the parties on or about December 21, 2017, Plaintiff remitted \$25,000 to Defendant LIBE to be used as operating funds for a joint venture entity.
- b. Pursuant to the Agreement, Plaintiff provided software development services to LIBE for the use of the joint venture and sent an invoice to LIBE in the amount of \$30,000 for such services.
- c. The joint venture entity was never created by LIBE or Defendant Conway.
- d. Defendant Conway used Plaintiff's funds for the personal benefit of Defendant Conway.
- e. LIBE has never paid Plaintiff for its software development services.
- f. Conway induced Plaintiff into performing by his material misrepresentations.

15) Plaintiff is entitled to a default judgment on damages. Plaintiff asks the Court to render a default judgment establishing Defendants' liability and awarding Plaintiff damages in the amount of \$55,000, plus interest, expenses, and attorney's fees.

16) Plaintiff requested, and is entitled to an award of, reasonable and necessary attorney fees and attaches as **Exhibit E**, an affidavit proving attorney's fees in this case.

IV. CONCLUSION

17) Plaintiff is entitled to a default judgment for the reasons asserted in this motion. Plaintiff properly served Defendant; however, Defendant failed to file a timely answer with the Court.

V. PRAYER

WHEREFORE PREMISES CONSIDERED, Plaintiff requests that the Court grant default judgment, and all such further relief to which Plaintiff may show himself justly entitled at law and in equity.

Respectfully Submitted,



Clark Richards

State Bar No. 90001613

crichards@rrsfirm.com

RICHARDS RODRIGUEZ & SKEITH, LLP

816 Congress Avenue, Suite 1200

Austin, Texas 78701

Tel: (512) 476-0005

Fax: (512) 476-1513

**ATTORNEY FOR PLAINTIFF
BRAVATEK SOLUTIONS, INC.**

CITATION

THE STATE OF TEXAS

To:

LIBERATED SOLUTIONS, INC.

By and through serving the Texas Secretary of State
per Tex. Civ. Prac. & Rem. Section 17.44(b)

REGISTERED AGENT CORPORATE ADMINISTRATIVE SERVICES, INC
1955 BARING BLVD,
SPARKS, NV 89434 Home/Home Office

Defendant, in the hereinafter styled and numbered cause:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. A copy of the petition accompanies this citation, in cause number C-1-CV-18-008488, styled BRAVATEK VS LIBERATED SOLUTION

Filed in COUNTY COURT AT LAW #2, Heman Marion Sweatt Travis County Courthouse, 1000 Guadalupe, Austin, Texas, on September 10, 2018. Given under my hand and seal of Dana DeBeauvoir, County Clerk on September 10, 2018.

County Clerk, Travis County, Texas
P.O. Box 149325 Austin, Texas 78714-3925

By Deputy:

V LIMON

Plaintiff Attorney:

CLARK RICHARDS

816 CONGRESS AVE STE 1200
AUSTIN, TX 78701-2672

OFFICER'S RETURN

Came to the hand on the ____ day of _____, 20__ at ____ o'clock ____ M. Executed at ____ within County of _____ at ____ o'clock ____ M on the ____ day of ___, 20__, by delivering to the within named _____ a true copy of this citation together with the accompanying copy of the petition having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

To certify which witness my hand officially.

Of _____

By Deputy _____

FEES PAID \$ _____

SERVICE RETURN ATTACHED

Travis County, Texas
AUSTIN PROCESS, LLC
809 NUECES
AUSTIN, TX 78701

FILED FOR RECORD
2018 SEP 19 PM 2:15
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Exhibit A to Motion for Entry of Default Judgment
Page 2 of 6

State of Texas

County of Travis

At Law No. 2 County Court

Case Number: C-1-CV-18-008488

Plaintiff:
Bravatek Solutions, Inc.

vs.

Defendant:
Liberated Solutions, Inc. and Brian P. Conway

For:
Richards Rodriguez & Skeith LLP
816 Congress Avenue
Suite 1200
Austin, TX 78701

Received by Austin Process LLC on the 18th day of September, 2018 at 2:57 pm to be served on Liberated Solutions, Inc. by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Travis County, TX 78701.

I, Mike Techow, being duly sworn, depose and say that on the 18th day of September, 2018 at 3:40 pm, I:

served a **GOVERNMENT AGENCY** by delivering a true copy of the **Two Copies of Citation and Plaintiff's Original Petition with \$55 Texas Secretary of State Fee** with the date and hour of service endorsed thereon by me, to: **Venita Moss, Office of the Texas Secretary of State as Authorized Agent** at the address of **1019 Brazos Street, Austin, Travis County, TX 78701** and informed said person of the contents therein, in compliance with State Statutes.

I certify that I am over the age of 18, of sound mind, have no interest in the above action. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Subscribed and Sworn to before me on the 18th day of September, 2018 by the affiant who is personally known to me.

NOTARY PUBLIC

NICOLE M. HYBNER
My Notary ID # 129086987
Expires August 9, 2020

Mike Techow
PSC-1215, Exp. 7/31/20

Austin Process LLC
809 Nueces
Austin, TX 78701
(512) 480-8071

Our Job Serial Number: MST-2018009578
Ref: Bravatek Solutions, Inc.



Filed: 10/10/2018 10:44 AM
Dana DeBeauvoir
Travis County Clerk
C-1-CV-18-008488
Samantha Balandran

The State of Texas
Secretary of State

2019-296582-2

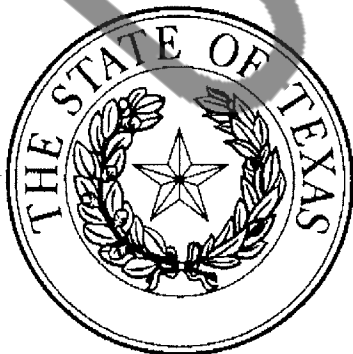
I, the undersigned, as Secretary of State of Texas DO HEREBY CERTIFY that according to the records of this office, a copy of the Citation and Plaintiff's Original Petition in the cause styled:

Bravatek Solutions, Inc. VS Liberated Solutions, Inc. and Brian P. Conway
County Court at Law #2, Travis County, Texas
Cause No: C1CV18008488

was received by this office on September 18, 2018, and that a copy was forwarded on September 20, 2018, by CERTIFIED MAIL, return receipt requested to:

Liberated Solutions, Inc.
Corporate Administrative Services, Inc., Registered Agent
1955 Baring Blvd
Sparks, NV 89434

The RETURN RECEIPT was received in this office dated September 28, 2018, bearing signature.



Date issued: October 1, 2018

A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

GF/vm

CITATION

THE STATE OF TEXAS

To:

BRIAN P. CONWAY

By and through serving the Texas Secretary of State
per Tex. Civ. Prac. & Rem. Section 17.44(b)
15 ELVIS BLVD.

CHESTER, NY 10918 Home/Home Office

Defendant, in the hereinafter styled and numbered cause:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. A copy of the petition accompanies this citation, in cause number C-1-CV-18-008488, styled **BRVATEK VS LIBERATED SOLUTION**

Filed in **COUNTY COURT AT LAW #2**, Heman Marion Sweatt Travis County Courthouse, 1000 Guadalupe, Austin, Texas, on **September 10, 2018**.
Given under my hand and seal of Dana DeBeauvoir, County Clerk on **September 10, 2018**.

County Clerk, Travis County, Texas
P.O. Box 149325 Austin, Texas 78714-3925

By Deputy:

V LIMON



Plaintiff Attorney:

CLARK RICHARDS

816 CONGRESS AVE STE 1200

AUSTIN, TX 78701-2672

----- OFFICER'S RETURN -----

Came to the hand on the _____ day of _____, 20____ at _____ o'clock _____ M. Executed at _____ within County of _____ at _____ o'clock _____ M on the _____ day of _____, 20____, by delivering to the within named _____ a true copy of this citation together with the accompanying copy of the petition having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

To certify which witness my hand officially.

Of _____ Travis County, Texas

By Deputy _____

FEES PAID \$ _____

SERVICE RETURN ATTACHED

FILED FOR RECORD
2018 SEP 19 PM 2:15
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

State of Texas

County of Travis

At Law No. 2, County Court

Case Number: C-1-CV-18-008488

Plaintiff:
Bravatek Solutions, Inc.

vs.

Defendant:
Liberated Solutions, Inc. and Brian P. Conway

For:
Richards Rodriguez & Skeith LLP
816 Congress Avenue
Suite 1200
Austin, TX 78701

FILED FOR RECORD
2018 SEP 19 PM 2:15
DANA DEERSON
COUNTY CLERK
TRAVIS COUNTY, TEXAS

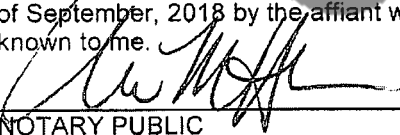
Received by Austin Process LLC on the 18th day of September, 2018 at 2:57 pm to be served on Brian P. Conway by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Travis County, TX 78701.

I, Mike Techow, being duly sworn, depose and say that on the 18th day of September, 2018 at 3:40 pm, I:

served a **GOVERNMENT AGENCY** by delivering a true copy of the **Two Copies of Citation and Plaintiff's Original Petition with \$55 Texas Secretary of State Fee** with the date and hour of service endorsed thereon by me, to: **Venita Moss, Office of the Texas Secretary of State as Authorized Agent** at the address of **1019 Brazos Street, Austin, Travis County, TX 78701** and informed said person of the contents therein, in compliance with State Statutes.

I certify that I am over the age of 18, of sound mind, have no interest in the above action. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Subscribed and Sworn to before me on the 18th day of September, 2018 by the affiant who is personally known to me.

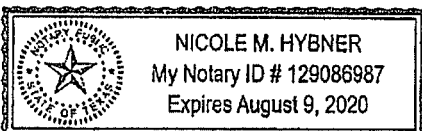

NOTARY PUBLIC



Mike Techow
PSC-1215, Exp. 7/31/20

Austin Process LLC
809 Nueces
Austin, TX 78701
(512) 480-8071

Our Job Serial Number: MST-2018009577
Ref: Bravatek Solutions, Inc.





Filed: 10/10/2018 10:44 AM
Dana DeBeauvoir
Travis County Clerk
C-1-CV-18-008488
Samantha Balandran

The State of Texas
Secretary of State

2019-296582-1

I, the undersigned, as Secretary of State of the State of Texas, DO HEREBY CERTIFY that according to the records of this office, a copy of the Citation and Plaintiff's Original Petition in the cause styled:

Bravatek Solutions, Inc. VS Liberated Solutions, Inc. and Brian P. Conway
County Court at Law #2, Travis County, Texas
Cause No: C1CV18008488

was received by this office on September 18, 2018, and that a copy was forwarded on September 20, 2018, by CERTIFIED MAIL, return receipt requested to:

Brian P. Conway
15 Elvis Blvd
Chester, NY 10918

The RETURN RECEIPT was received in this office dated October 2, 2018, bearing signature.

Date issued: October 3, 2018

A handwritten signature in black ink, appearing to read "R. Pablos", written over a horizontal line.

Rolando B. Pablos
Secretary of State
GF/vm

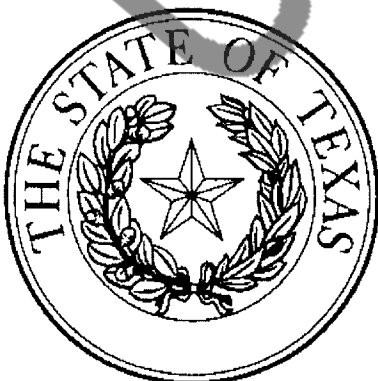


EXHIBIT B TO MOTION FOR ENTRY OF DEFAULT

CAUSE NO. C-1-CV-18-008488

BRAVATEK SOLUTIONS, INC.

Plaintiff

v.

LIBERATED SOLUTIONS, INC.
AND BRIAN P. CONWAY

Defendants

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IN THE COUNTY COURT

AT LAW NO. 2

TRAVIS COUNTY, TEXAS

**PLAINTIFF'S CERTIFICATE OF LAST KNOWN
MAILING ADDRESSES FOR DEFENDANTS**

I CERTIFY that the last known mailing address of Defendant Brian P. Conway, against whom judgment is taken in the above-entitled case, is 15 Elvis Blvd., Chester, NY 10918.

I FURTHER CERTIFY that the last known mailing address of Defendant Liberated Solutions, Inc., against whom judgment is taken in the above-entitled case, is its registered agent, Corporate Administrative Services, Inc., 1955 Baring Blvd., Sparks, NV 89434.

Respectfully Submitted,



Clark Richards

State Bar No. 90001613

crichards@rrsfirm.com

RICHARDS RODRIGUEZ & SKEITH, LLP

816 Congress Avenue, Suite 1200

Austin, Texas 78701

Tel: (512) 476-0005

Fax: (512) 476-1513

ATTORNEY FOR PLAINTIFF

BRAVATEK SOLUTIONS, INC.

EXHIBIT C TO MOTION FOR ENTRY OF DEFAULT

CAUSE NO. C-1-CV-18-008488

BRAVATEK SOLUTIONS, INC.

Plaintiff

v.

LIBERATED SOLUTIONS, INC.
AND BRIAN P. CONWAY

Defendants

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IN THE COUNTY COURT

AT LAW NO. 2

TRAVIS COUNTY, TEXAS

NON-MILITARY AFFIDAVIT

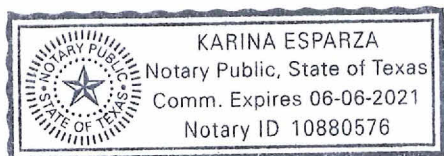
BEFORE ME, the undersigned authority, on this day personally appeared Clark Richards, who swore on oath that the following facts are true:

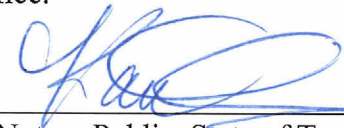
"I am Plaintiff's attorney in the above-entitled and -numbered cause. To my knowledge, based upon a review of records related to this case and my involvement in this case, Defendant, Brian P. Conway, was not in military service when this suit was filed, has not been in military service at any time since then, and is not now in any military service of the United States of America. A copy of the Status Report Pursuant to Servicemembers Civil Relief Act for Brian P. Conway is attached as Exhibit "C-1" to this affidavit."


Clark Richards

State of Texas §
County of Travis §

SUBSCRIBED AND SWORN TO BEFORE ME on the 2nd day of November 2018, to certify which witness my hand and seal of office.




Notary Public, State of Texas

**Exhibit C-1 to Non-Military Affidavit
Page 1 of 2****Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN:

Birth Date:

Last Name: CONWAY

First Name: BRIAN

Middle Name: P

Status As Of: Nov-01-2018

Certificate ID: 7L58V5F102F865F

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

Exhibit C-1 to Non-Military Affidavit

Page 2 of 2

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

CAUSE NO. C-1-CV-18-008488

BRAVATEK SOLUTIONS, INC.

Plaintiff

v.

LIBERATED SOLUTIONS, INC.
AND BRIAN P. CONWAY

Defendants

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IN THE COUNTY COURT

AT LAW NO. 2

TRAVIS COUNTY, TEXAS

AFFIDAVIT OF THOMAS A. CELLUCCI

COMMONWEALTH OF VIRGINIA §

COUNTY OF LOUDOUN §

Before me, the undersigned notary public, personally appeared Thomas A. Cellucci who, being duly sworn, did state as follows:

- 1) My name is Thomas A. Cellucci. I am over the age of 18 and am fully competent to make this affidavit. The statements in this affidavit are within my personal knowledge and are true and correct. I am the CEO of Bravatek Solutions, Inc. ("Bravatek"), the plaintiff in the above entitled and numbered cause.
- 2) Effective December 21, 2017, Bravatek and Liberated Solutions, Inc. d/b/a The Go Eco Group ("LIBE") entered a Joint Venture Agreement ("Agreement") which provided for the creation and operation of a joint venture entity. Attached hereto as **Exhibit D-1** is a true and correct copy of Joint Venture Agreement. Pursuant to the Agreement, Bravatek provided \$25,000.00 to LIBE to be used as operating funds for the joint venture entity.
- 3) Also pursuant to the Agreement, Bravatek provided software development services to LIBE for the use of the joint venture. Pursuant to the Agreement, Bravatek sent an invoice to LIBE in the amount of \$30,000.00 for the software development services. Attached hereto as

Exhibit D to Motion for Entry of Default Judgment
Page 2 of 2

Exhibit D-2 is a true and correct copy of Bravatek's Invoice #1069 in the amount of \$30,000 for services rendered dated 12/26/17. LIBE failed to pay the invoice and the invoice remains outstanding and due.

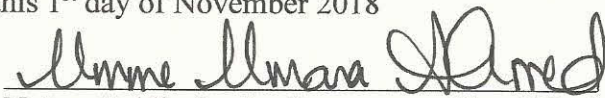
4) Neither LIBE or Brian P. Conway ever filed the necessary documents for the creation of the joint venture entity. I have been told that Conway used LIBE's funds for his own personal benefit and therefore believe that Conway converted Bravatek's \$25,000 for his own personal use. Due to his failure to take any action to perform the obligations under the Agreement, it is apparent that Conway signed the joint venture agreement without intent to perform, thereby inducing Bravatek to enter and perform under the Agreement through material misrepresentation. Bravatek remitted \$25,000 and performed \$30,000 in software development services in reliance on Conway's material misrepresentation that he would form the joint venture entity and perform the obligations under the Agreement.

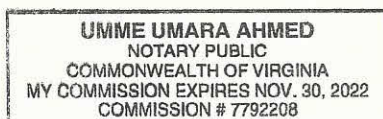
5) On March 1, 2018, Bravatek sent LIBE a demand letter requesting proof that the \$25,000.00 was used for the intended purposes under the Agreement and payment for Invoice #1069 dated 12/26/17 in the amount of \$30,000. Attached hereto as **Exhibit D-3** is a true and correct copy of the demand letter. LIBE failed to respond to the demand letter. On August 28, 2018, Bravatek sent a second demand letter, a true and correct copy of which is attached hereto as **Exhibit D-4**. Conway and LIBE did not respond to the second demand letter.

FURTHER AFFIANT SAYETH NOT


Thomas A. Cellucci

Subscribed and sworn before me on this 1st day of November 2018


Notary Public for the Commonwealth of Virginia



Joint Venture Agreement

This Joint Venture Agreement ("Agreement"), is made effective as of this 21st day of December, 2017, by and between Bravatek Solutions, Inc., a Colorado corporation ("Bravatek"), and The Go Eco Group, a Nevada corporation ("LIBE"). The parties are hereinafter sometimes referred to together as the "Joint Venturers" or the "Parties" and individually as a "Joint Venturer" or "Party."

WHEREAS the Parties wish to establish a Joint Venture and enter into an agreement to carry out the purpose of the Joint Venture and to define the respective rights and obligations of the Parties with respect to the Joint Venture.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties and conditions herein, the Joint Venturers agree as follows:

1. **Name.** The parties hereby form and establish a Joint Venture to be conducted under the name of CI/KRBVTK, LLC (hereinafter referred to as the "Joint Venture"), which shall be organized as a limited liability company under the laws of the State of Delaware. The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.
2. **Place of Business & Term.** The principal place of business of the Joint Venture shall be located at 15 Elvis Blvd, Chester, NY 10918. The term of the Joint Venture shall commence on the execution date hereof and shall continue until the Parties mutually agree to dissolve the Joint Venture, provided, however, that the Joint Venture shall be dissolved prior to such agreed upon date upon the sale or disposal of the Joint Venture and the payment or satisfaction of all debts of the Joint Venture. Notwithstanding anything to the contrary herein, the Parties shall form the Joint Venture, execute and file definitive Articles of Organization for the Joint Venture, and enter into a definitive operating agreement governing the Joint Venture and the rights and obligations of the Parties with respect thereto, with the terms of the fully executed operating agreement replacing and superseding in its entirety this Agreement.
3. **Purpose.** The Joint Venturers form this Joint Venture to develop, market and sell products, services and technology based on a web-enabled Light Guard System (the "System"). To the extent set forth in this Agreement, each of the Joint Venturers shall own an undivided fractional part in the business. The Joint Venture shall not engage in any other business or activity without the written consent of the Joint Venturers.
4. **Capital.** Separate capital accounts shall be maintained for each Joint Venturer and shall consist of the sum of its contributions to the capital of the Joint Venture plus its share of the profits of the Joint Venture, less its share of any losses of the Joint Venture, and less any distributions to or withdrawals made by or attributed to it from the Joint Venture.

The initial cash contributions from each of the Joint Venturers, for the purpose of this Joint Venture, is the sum set after the name of each Joint Venturer as follows:

LIBE	\$100.00
Bravatek	\$25,000.00

In addition to the above sums, LIBE shall grant the Joint Venture an irrevocable royalty-free non-exclusive license to use all of LIBE's direct and/or licensed intellectual property necessary for the Joint Venture to develop and sell the System. The Parties also agree that the Joint Venture shall immediately at inception issue a binding purchase order to Bravatek for software development for the System, at a price of \$65,000 due to Bravatek and with payment terms of no longer than net 60 days, and Bravatek shall subsequently make every reasonable effort to ensure that such System, once complete, is listed on the SEWP government-wide acquisition contract.

The Joint Venturers shall subsequently make such other capital contributions required to enable the Joint Venture to carry out its purposes as set forth herein as the Joint Venturers may mutually agree upon.

The Joint Venturers shall arrange for or provide any additional financing as may be required by the Joint Venture for carrying out the purposes of the Joint Venture. The terms and conditions of all such financing shall be subject to prior approval of each of the Joint Venturers. The Joint Venturers shall endorse, assume, or guarantee such obligations of the Joint Venture as the Joint Venturers may mutually agree upon.

5. Percentage Interest in the Joint Venture. The respective percentage interest in the Joint Venture owned by each Joint Venturer, respectively, shall be as follows:

Bravatek	35 Common Membership Units
LIBE	65 Common Membership Units

6. Profits. The net profits as they accrue for the term of this Agreement, or so long as the Joint Venturers are the owners in common of the business interest, shall be distributed between the Joint Venturers, based on the respective percentage interests in the Joint Venture owned by each Joint Venturer.

7. Expenses of Venture. All losses and disbursements in acquiring, holding and protecting the business interest and the net profits shall, during the period of the venture, be paid by the Joint Venture.

8. Management of Joint Venture. Thomas A. Cellucci and Brian P. Conway shall be the initial managers of the Joint Venture and shall manage the day-to-day operations of the Joint Venture.

9. Powers of Joint Venturers. The following powers may be exercised only upon the consent of both of the Joint Venturers:

- (a) The power to borrow money on the general credit of the Joint Venture in any amount, or to create, assume, or incur any indebtedness to any person or entity;

- (b) The power to make loans in any amount, to guarantee obligations of any person or entity, or to make any other pledge or extension of credit;
- (c) The power to purchase or otherwise acquire any other property except in the ordinary course of business of the Joint Venture;
- (d) The power to sell, encumber, mortgage or refinance any loan or mortgage on any of the Joint Venture property;
- (e) The power to confess any judgment against the Joint Venture, or to create, assume, incur or consent to any charge (including any deed of trust, pledge, encumbrance or security interest of any kind) upon any property or assets of the Joint Venture; or
- (f) The power to spend any amounts in excess of \$5,000.

10. Treatment of Proprietary and Confidential Information.

(a) Definitions.

i. "Confidential Information" means nonpublic information that (a) the disclosing Party designates as confidential, or (b) which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information may include, without limitation, Technology, Technology Improvements, Derivative Works, Intellectual Property Rights, Marketing Materials, ideas, know-how, methods, formulae, processes, designs, apparatus, devices, techniques, systems, flow charts, sketches, photographs, plans, drawings, specifications, computer programs or software, samples, studies, findings, data, reports, projections, plant and equipment expansion plans, lists or identities of employees, customers, financial statements or other financial information, pricing information, cost and expense information, product development and marketing plans, compositions of matter, discoveries and inventions (whether or not patentable), works of authorship (whether or not protected under copyright laws), information, algorithms, procedures, notes, summaries, descriptions, results and the like.

ii. "Derivative Works" means works that are based upon one or more pre-existing works, such as: (a) for copyrightable or copyrighted material, any translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment, revision or other form in which such material may be recast, transformed, or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protected by any of copyright, patent, and trade secret.

iii. "Intellectual Property Rights" means any and all patent, copyright, trademark, trade secret, know-how, trade dress or other intellectual or industrial property rights or proprietary rights (including, without limitation, all claims and causes of action

for infringement, misappropriation or violation thereof and all rights in any registrations, applications and renewals thereof), whether existing now or in the future, whether worldwide or in individual countries or political subdivisions thereof, or regions, including, without limitation, the United States.

iv. "Technology" means materials, packaging, products, know-how and methods of manufacturing thereof as provided by a Party herein, and including all Intellectual Property Rights embodied therein and any Derivative Works thereof. Technology further means, without limitation, any designs, materials, methods, formulae, processes, technology, apparatus, devices, techniques, systems, flow charts, sketches, photographs, plans, drawings, specifications, proprietary information, know-how, trade secrets, computer programs or software, samples, studies, findings, data, reports, projections, manufacturing specifications and methods, testing specifications and methods, pricing information, cost and expense information, product development and marketing plans, compositions of matter, discoveries and inventions (whether or not patentable), works of authorship (whether or not protected under copyright laws), information, algorithms, procedures, notes, summaries, descriptions and development results related to any materials, packaging, products, know-how and methods of manufacturing thereof.

v. "Technology Improvements" means any proprietary information, know-how, trade secrets, programs, designs, processes, methods, formulae, compositions of matter, documents, materials, technology, data, Intellectual Property Rights, or Derivative Works in developments and/or conceptions created, obtained or developed by either Party alone (including through the efforts of any independent contractor or affiliate of that Party) or together with the other Party that: (a) are based on, derived from or are direct improvements to Technology, (b) can be used in or in the production of Technology, or (c) provide alternatives for use in the production of Technology that, if so used, reasonably would: (i) add Technology capability or increase Technology efficiency or quality, (ii) reduce Technology manufacturing or Technology costs, and/or (iii) facilitate the manufacturing of Technology.

(b) In connection with the performance of this Agreement, each Party contemplates the disclosure by it of certain Confidential Information to the other Party. Each Party considers its Confidential Information to be an asset of substantial commercial value, having been developed at considerable expense, but will disclose such information to the other Party under the terms and conditions of this Agreement.

(c) During the Term and continuing thereafter for 5 year(s) from the termination or expiration of the Agreement, the Party receiving Confidential Information ("Receiving Party") from the disclosing Party ("Disclosing Party") shall (i) treat all Confidential Information disclosed by the Disclosing Party as secret and confidential and shall not disclose all or any portion of the Confidential Information to any other Person, (ii) not use any of such Confidential Information except in the performance of the Receiving Party's covenants and obligations or otherwise as contemplated under this Agreement, and (iii) restrict access to Confidential Information to the Receiving Party's employees (including contractors, accountants and counsel

and similar representatives) who have a need to know such information in connection with the performance of the Receiving Party's obligations and covenants under this Agreement and shall be responsible to ensure that such employees maintain the terms of confidentiality and nonuse as required in this Agreement.

(d) In the event that either Party desires to use a third party service provider ("Service Provider"), including, for example, an engineering design firm or a contract manufacturer, to develop or produce the Product using Technology or Technology Improvements, all Parties to this Agreement must first enter into at least an acceptable non-disclosure and technology ownership agreement with the Service Provider. Neither Party to this Agreement may disclose any Confidential Information to a Service Provider unless (i) both Parties to this Agreement have individually entered into a non-disclosure agreement with the Service Provider and (ii) the Service Provider has a presence in the United States and is able to be served legal documents in the United States or agrees, in writing, that it can be served and that United States Courts have personal jurisdiction over the Service Provider.

(e) Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that: (i) is presently in the Receiving Party's possession, provided that such information has not been obtained from the Disclosing Party and that such possession can be demonstrated by the Receiving Party's written records; (ii) is, or becomes, generally available to the public through no act or omission of the Receiving Party; (iii) is received by the Receiving Party in written form from a third party having no binding obligation to keep such information confidential; or (iv) is required to be disclosed by law, upon the advice of legal counsel.

(f) Specific Confidential Information shall not be deemed to be available to the public or in the possession of the Receiving Party merely because it is embraced by more general information so available or in said Receiving Party's possession, nor shall a combination or aggregation of features which form confidential information be deemed to be non-confidential merely because the individual features, without being combined or aggregated, are non-confidential.

(g) Each of the Parties hereby agrees that all written or other tangible forms of Confidential Information (including any materials generated by the Receiving Party related to any Confidential Information) shall be and remain the property of its owner and shall be promptly returned to the owner upon the written request of the owner.

(h) Neither the Agreement nor the disclosure of any information by the Disclosing Party shall be deemed to constitute by implication or otherwise, a vesting of any title or interest or a grant of any license, immunity or other right to the Receiving Party with regard to the Confidential Information. Additionally, except as expressly provided in this Agreement, the execution of the Agreement shall not operate, directly or indirectly, to grant to either Party any rights under any patent, trade secret or know-how now or hereafter owned by or licensed to the other Party.

(i) Each Party warrants that it is the rightful owner of the Confidential Information to be disclosed under this Agreement and that it has the lawful right to make such disclosure.

(j) In the event that the Receiving Party or any of its representatives are requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or government agency, the Receiving Party shall (i) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding the governmental request or requirements; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow the request; (iii) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (iv) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Confidential Information that is required to be disclosed.

(k) Because money damages may not be a sufficient remedy for any breach of this Section of the Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach of this Section. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Section of the Agreement by the Receiving Party, but shall be in addition to all other remedies available at law or equity to the Disclosing Party. In the event of litigation relating to the Agreement, if a court of competent jurisdiction determines that the Receiving Party has breached this Section of the Agreement, then the Receiving Party shall be liable and pay to the Disclosing Party the reasonable attorneys' fees, court costs and other reasonable expenses of litigation, including any appeal therefrom. The Receiving Party further agrees to waive any requirement for the posting of a bond in connection with any such equitable relief.

11. No Liability to Third Parties. The debts, obligations and liabilities of either Joint Venturer, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of such Joint Venturer, and no other Party shall be obligated for any such debt, obligation or liability of such Joint Venturer solely by reason of being a party to this Agreement or an equity holder of the Joint Venture.

12. Deadlock. In the event the Joint Venturers are divided on a material issue and cannot agree on the conduct of the business and affairs of the Joint Venture, then a deadlock between the Joint Venturers shall be deemed to have occurred. Upon the occurrence of a deadlock, one Joint Venturer (hereinafter referred to as the "Offeror") may elect to purchase the Joint Venture interest of the other Joint Venturer (hereinafter referred to as the "Offeree") at a price calculated as the Offeree's percentage interest in a total purchase price for all of the assets of the Joint Venture. The Offeror shall notify the Offeree in writing of the offer to purchase, stating the total purchase price for all of the assets of the Joint Venture, and the price offered for the Offeree's Joint Venture interest expressed as the Offeree's percentage interest in the Joint Venture assets multiplied by the total purchase price for all of the assets of the Joint Venture. The Offeree shall have the right to buy the interest of the Offeror at the designated price and terms, or to sell the Offeree's interest to the Offeror at the designated price and terms, whichever the Offeree may elect. The offer, when made by the Offeror, is irrevocable for thirty (30) days. The Offeree shall have ten (10) days from the receipt of such offer to make its election, that is,

either to buy such interest of the Offeror or to sell its own interest, which shall be made in writing executed by the Offeree and stating the nature of the election. A Joint Venturer which is obligated to purchase the interest of another Joint Venturer pursuant to the provisions hereof shall have twenty (20) days from the date of receipt of the written election from such other Joint Venturer to pay the designated price and satisfy the terms of such purchase. Should the Joint Venturer who has received an offer to sell or buy fail to make the election required herein in a timely fashion, then such non-responding party shall be deemed to have elected and agreed to sell or buy, as the case may be, according to the terms of the offer.

13. Legal Title to the Joint Venture. The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.

14. Transfers of Joint Venturers' Interests. Except as otherwise expressly permitted herein, no Joint Venturer may sell, transfer, assign or encumber its interest in the Joint Venture, or admit additional Joint Venturers, without the prior written consent of the other Joint Venturer. Any attempt to transfer or encumber any interest in the Joint Venture in violation of this Section shall be null and void.

The obligations and Rights of Transferees are as follows:

(a) Any person who acquires in any manner whatsoever any interest in the Joint Venture, irrespective of whether such person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such a person was subject to or bound by; and

(b) The person acquiring an interest in the Joint Venture shall have only such rights, and shall be subject to all of the obligations, as are set forth in this Agreement; and, without limiting the generality of the foregoing, such a person shall not have any right to have the value of its interest ascertained or receive the value of such interest or, in lieu thereof, profits attributable to any right in the Joint Venture, except as herein set forth.

15. Termination. Upon the termination or dissolution of the Joint Venture, the Joint Venturers shall proceed to liquidate the Joint Venture, and all proceeds of such liquidation shall be applied and distributed in the manner set above according to the interests held by each party in the Joint Venture. A reasonable time shall be allowed for the orderly liquidation of the Joint Venture's assets in order to minimize losses normally attendant upon such liquidation.

16. Notice. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in signature blocks of this Agreement. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of 3 calendar days after mailing.

17. Arbitration and Attorney's Fees. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The Joint Venturers shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the Joint Venturers are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the Joint Venturers, or otherwise mutually agreed upon by the Joint Venturers. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other Joint Venturer for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the Joint Venturers, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

18. Miscellaneous Partition. The Joint Venturers hereby mutually waive any right of partition which they may have with respect to the Joint Venture and any noncash assets of the Joint Venture.

19. Fees and Commissions. Each Joint Venturer hereby represents and warrants to the other that it has not incurred or obligated the Joint Venture for any brokerage, finder's or other similar fees or commissions in connection with the transactions covered by this Agreement or in connection with acquiring the Joint Venture or forming this Joint Venture. Each Joint Venturer hereby agrees to indemnify and hold harmless the other from and against all liabilities, costs, damages and expenses from any breach or alleged breach of the foregoing representation.

20. Waiver. Failure on the part of either Joint Venturer to complain of any act of the other Joint Venturer or to declare the other Joint Venturer in default, irrespective of how long such failure continues, shall not constitute a waiver by such Joint Venturer of its rights hereunder. No waiver of, or consent to, any breach or default shall be deemed or construed to be a waiver of, or consent to, any future breach or default.

21. Severability. If any provision of this Agreement or the application thereof shall be determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement and the application of the other provisions herein contained shall not be affected thereby, and all such other provisions shall remain effective and in force and shall be enforced to the fullest extent permitted by law.

22. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Joint Venturers, and their heirs, successors and assigns.

23. Duplicate Originals. This Agreement may be executed in duplicate, with each such duplicate to be considered an original for all purposes.

24. Construction of Agreement. (a) The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof. (b) As used herein, the word "person" shall include the individuals, corporations, partnerships and other entities of any type. In this Agreement, the use of any gender shall be applicable to all genders, and the singular shall include the plural, and the plural shall include the singular.

25. Other Activities of Joint Venturers. Any Joint Venturer may engage in other business ventures of every nature and neither the Joint Venture nor the other Joint Venturer shall have any right in such independent ventures or the income and profits derived therefrom.

26. Entire Agreement. This Agreement is intended by the Joint Venturers to be the final expression of their agreement and the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary heretofore made.

27. Amendments. This Agreement may be amended by the Parties hereto at any time prior; provided, however, that any amendment must be by an instrument or instruments in writing signed and delivered on behalf of each of the Parties hereto.

28. Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of Delaware without regard for conflicts of laws principles. Each Joint Venturer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the State of Delaware for any lawsuit filed there against any party to this Agreement by any other party to this Agreement concerning the Joint Venture or any matter arising from or relating to this Agreement.

[signature page follows]

Bravatek Solutions, Inc.
2028 E Ben White Blvd
#240-2835
Austin, TX 78741-6931 US
(866) 490-8590
accounting@bravatek.com
www.bravatek.com

bravatek

BILL TO

Brian P Conway
The Go Eco Group
15 Elvis Blvd.
Chester, NY 10918

INVOICE # 1069

DATE 12/26/2017

DUE DATE 12/26/2017

TERMS Net 30

P.O. NUMBER

SALES REP

Services

Provide Project Management services for the following
Software Services:

- Create Software to capture security camera images and send them securely to a server
- Create configuration software that runs on each remote unit, allowing remote operator configuration and status checking
- Create user documentation for operation of remote camera units

1	30,000.00	30,000.00
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Initial Payment for \$65,000 contract

Thank you for your business!

BALANCE DUE

\$30,000.00

Make checks payable to Bravatek Solutions, Inc.

Please contact accounting@bravatek.com for alternate payment methods.



VIA EMAIL ONLY

March 1, 2018

Mr. Brian Conway
The Go Eco Group (LIBE)
15 Elvis Blvd.
Chester, NY 10918
E-mail: Bconway1@warwick.net

Dear Mr. Conway:

I am writing regarding our Joint Venture ("JV") Agreement that our firms executed on December 21, 2017. As you are aware, The Go Eco Group (LIBE) was to provide/pay Bravatek Solutions, Inc. "Bravatek") the sum of \$65,000 in no more than 60 days for the purchase order for software development in accordance with Clause 4 of the above-mentioned agreement. Additionally, Clause 9 (f) of the agreement specifically states that funds in excess of \$5,000 will be approved by both of the Joint Venture members.

You are in breach of our JV agreement for the following reasons:

- The Go Eco Group (LIBE) failed to pay the initial payment of \$30,000 to Bravatek Solutions for the software development billed on December 26, 2017, which was due no later than February 26, 2018. Bravatek Solutions, Inc. has already performed under its obligations to the extent of the initial billing of the \$30,000.
- The Go Eco Group (LIBE) is also in breach of Clause 9(f) of the JV agreement, as it has come to the attention of Bravatek that you have not properly used the \$25,000 of funds sent to you per our executed JV agreement, but instead used these funds for your personal use. This fraudulent behavior is not tolerable at all by Bravatek.

Please contact me immediately to provide proof to us that you used our \$25,000 of funding for their intended purpose(s) or provide us with the funds back immediately. Additionally, this is a formal demand of payment of our invoice Number 1069 dated December 26, 2017 in the amount of \$30,000 for the software development. If you do not contact us by March 15, 2018, to make such arrangements, our Board of Directors has determined that Bravatek should expeditiously pursue any and all available legal remedies.

Sincerely,

e-Signed by Thomas Cellucci
on 2018-03-01 17:45:42 GMT

Thomas A. Cellucci, Ph.D., MBA
Chairman & CEO

Bravatek Solutions, Inc. • 2028 E. Ben White Blvd., Suite 240-2835 • Austin, TX 78741 •
Phone/Fax: (866) 490-8590



Richards Rodriguez & Skeith^{LLP}
Attorneys at Law

Clark Richards
crichards@rrsfirm.com

August 28, 2018

**Via Email: bconway1@warwick.net
& CM/RRR 7013 2630 0001 4891 9570**

Brian P. Conway
Liberated Solutions, Inc. DBA Go Eco Group
15 Elvis Blvd.
Chester, NY 10918

Re: *Bravatek Solutions, Inc. v Liberated Solutions d/b/a Go Eco Group and Brian P. Conway*

Dear Mr. Conway,

Please accept this as formal demand and presentment on behalf of my client, Bravatek Solutions, Inc. Pursuant to the joint venture agreement with Bravatek and Liberated Solutions, Inc. ("Go Eco Group"), Bravatek remitted \$25,000 to Go Eco Group for operating funds for the joint venture LLC and provided \$30,000 in software development services. A search of the Delaware Secretary of State website returns no records of Go Eco Group ever forming the joint venture entity. Furthermore, Go Eco Group has not paid the invoice for Bravatek's software development services.

Enclosed is a draft petition seeking damages against you and against Go Eco Group. If you wish to avoid having this lawsuit filed and a judgment taken, please remit \$55,000.00 to my office immediately. Alternatively, you may sign the attached promissory note for the amount owed and return it to my office.

Sincerely,
Richards, Rodriguez & Skeith, LLP

Clark Richards

Enclosures as stated

CAUSE NO. _____

BRAVATEK SOLUTIONS, INC.

Plaintiff

v.

LIBERATED SOLUTIONS, INC.
AND BRIAN P. CONWAY

Defendants

§
§
§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. _____

TRAVIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

Comes Now Bravatek Solutions, Inc. ("Bravatek") and files this Original Petition seeking damages against Liberated Solutions, Inc. and Brian P. Conway and would respectfully show the Court as follows:

INTRODUCTION

1) This is a lawsuit for breach of contract and misappropriation. Brian P. Conway signed a joint venture agreement with Bravatek on behalf of Liberated Solutions, Inc. Pursuant to that agreement, Bravatek provided cash and services for the joint venture. Liberated Solutions, Inc. wholly failed to provide its promised contribution to the joint venture. Liberated Solutions and/or Brian P. Conway misappropriated the cash and services provided by Bravatek. Bravatek seeks damages in the amount of the misappropriated cash and the value of the services.

PARTIES

2) Bravatek is a foreign corporation with its headquarters in Austin, Travis County, Texas and may be served in this proceeding through its undersigned counsel of record.

3) Liberated Solutions, Inc. is a Nevada corporation that may be served through its registered agent, Corporate Administrative Services, Inc., 1955 Baring Blvd., Sparks, NV 89434. Liberated Solutions, Inc. does business under the assumed names of the Go Eco Group and

LIBE. Bravatek seeks judgment against Liberated Solutions, Inc. in its corporate name and under each of its assumed names.

4) Brian P. Conway is an individual whose last known address is 15 Elvis Blvd., Chester, VY 10918. Brian P. Conway may be served wherever he may be found.

VENUE & JURISDICTION

5) The amounts due to Bravatek are to be paid in Travis County, Texas, therefore all or a part of the events giving rise to the cause of action occurred in Travis County. Accordingly, venue is proper in Travis County.

6) The amount in controversy is \$55,000.00 exclusive of interest, attorney's fees, and costs. Accordingly, this lawsuit is within the subject matter of the County Court at Law of Travis County.

DISCOVERY CONTROL PLAN

7) Pursuant to Tex. R. Civ. Proc. 190, this case shall be conducted under the Level Two Discovery Plan.

FACTS

8) Bravatek and Liberated Solutions, Inc., DBA The Go Eco Group (LIBE), entered a joint venture agreement which provided for the creation and operation of a joint venture entity. Pursuant to the agreement, Bravatek provided \$25,000.00 to Liberated Solutions, Inc. to be used as operating funds for the joint venture entity. Also pursuant to the agreement, Bravatek provided software development services to Liberated Solutions, Inc. for the use of the joint venture. Pursuant to the agreement, Bravatek sent an invoice to Liberated Solutions, Inc. in the amount of \$30,000.00 for the software development services. The available public corporate records do not contain any indication that Liberated Solutions, Inc. or Brian P. Conway ever

filed the necessary documents for the creation of the joint venture entity. Bravatek believes that Conway and Liberated Solutions, Inc. used Bravatek's funds for the personal benefit of Conway or the benefit of Liberated Solutions, Inc. Liberated Solutions, Inc. never paid for Bravatek software development services. Bravatek believes that Conway signed the the joint venture agreement without intent to perform, thereby inducing Bravatek to enter and perform under the agreement through material misrepresentation.

CLAIMS

9) Breach of Contract. Liberated Solutions, Inc. breached the joint venture agreement. Bravatek seeks judgment for beach of contract in the amount of \$55,000.00 plus interest, costs, and attorney's fees.

10) Money Had And Received. Bravatek remitted \$25,000.00 to Liberated Solutions, Inc. for use by the joint venture. Such funds were misappropriated by Brian P. Conway and Liberated Solutions, Inc. and belongs to Bravatek. Bravatek seeks judgment against both defendants for \$25,000.00 for money had and received.

11) Misrepresentation. Bravatek believes that Brian P. Conway made material misrepresentations to induce Bravatek to enter and perform under the joint venture agreement. Bravatek believes the evidence after discovery will demonstrate that Conway knew that Liberated Solutions, Inc. was unable to perform its obligations under the joint venture agreement and that Conway signed the agreement without intent to perform. Bravatek seeks judgment for the amount of \$55,000.00 against Brian P. Conway for misrepresentation.

12) Relief Requested. Bravatek seeks judgment for the following relief:

- a. Damages in the amount of \$55,000.00.
- b. Attorney's fees as allowed by law.

- c. Prejudgment and post judgment interest as allowed by law.
- d. Costs of court.

Wherefore premises considered, Bravatek requests judgment against defendants for all relief requested herein and for all such further relief to which Bravatek may show itself justly entitled at law and in equity.

Respectfully Submitted,

Clark Richards
State Bar No. 90001613
crichards@rrsfirm.com
RICHARDS RODRIGUEZ & SKEITH, LLP
816 Congress Avenue, Suite 1200
Austin, Texas 78701
Tel: (512) 476-0005
Fax: (512) 476-1513
ATTORNEY FOR PLAINTIFF
BRAVATEK SOLUTIONS, INC.

PROMISSORY NOTE

Date: August 28, 2018

Borrowers: Liberated Solutions, Inc. DBA Go Eco Group
Brian P. Conway

Borrower's Mailing Address: 15 Elvis Blvd., Chester, NY 10918

Lender: Bravatek Solutions, Inc.

Place for Payment: 2028 Ben White, Blvd. #240-2835, Austin, TX 78741

Principal Amount: \$55,000.00

Annual Interest Rate on Unpaid Principal from Date of Funding, which is August 27, 2018:
Ten percent (10%)

Maturity Date: December 31, 2018

Annual Interest Rate on Matured, Unpaid Amounts: Eighteen Percent (18%)

Terms of Payment (principal and interest): The Principal Amount and interest are due and payable at Maturity.

Security for Payment: None.

Borrowers promise to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This Note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrowers promise to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrowers default in the payment of this Note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the Note immediately due. Borrowers and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrowers also promise to pay reasonable attorney's fees and court and other costs if this Note is placed in the hands of an attorney to collect or enforce the Note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to accrued interest first and any remainder will be applied to principal.

Interest on the debt evidenced by this Note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt.

Each Borrower is responsible for all obligations represented by this Note.

When the context requires, singular nouns and pronouns include the plural.

This Note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

Brian P. Conway

Date

On behalf of himself individually and

On behalf of Liberated Solutions, Inc. DBA The Go Eco Group

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Brian P. Conway Liberated Solutions, Inc. DBA Go Eco Group 15 Elvis Blvd. Chester, NY 10918		B. Received by (Printed Name) C. Date of Delivery 10-2	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No ES, enter delivery address below:
2. Article Number (Transfer from service label) 7013 2630 0001 4891 9570		Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	



USPS TRACKING®		First-Class Mail Postage & Fees Paid USPS Permit No. G-10
 9590 9402 3239 7196 3824 45		<div>• Sender: Please print your name, address, and ZIP+4® in this box® <i>Attn: CR</i> Richards Rodriguez & Skeith, LLP Attorneys at Law 816 Congress Avenue, Suite 1200 Austin, TX 78701 2453.000 / LIBC 8/28/18</div>
United States Postal Service		
		

EXHIBIT E TO MOTION FOR ENTRY OF DEFAULT

CAUSE NO. C-1-CV-18-008488

BRAVATEK, INC.

Plaintiff

v.

LIBERATED SOLUTIONS, INC.
AND BRIAN P. CONWAY

Defendants

§
§
§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. 2

TRAVIS COUNTY, TEXAS

AFFIDAVIT OF CLARK RICHARDS

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned notary, personally appeared **CLARK RICHARDS**, a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

1. “My name is Clark Richards. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein and they are all true and correct.
2. I am an attorney with Richards, Rodriguez & Skeith, L.L.P. and have been retained to represent Plaintiff Bravatek Solutions, Inc. (“Bravatek”) in this matter. I have been practicing litigation in Travis County and throughout the State of Texas since 1997. The work on this lawsuit has been performed principally by me and paralegals – Karina Esparza and Natalie Abbitt.
3. Attached hereto as Exhibit E-1 are true and correct copies of the time entries reflecting the time spent and tasks performed in representing Bravatek in this matter from June 22, 2018 through November 2, 2018. My billing rate for this lawsuit is \$385 an hour. The billing rate for Karina Esparza and Natalie Abbitt is \$145 an hour. I am familiar with the rates charged by attorneys in Texas for litigation matters and these rates are reasonable when compared with the customary rates of attorneys in Texas for lawsuits such as this one.
4. The attorney’s fees and expenses incurred by Bravatek in prosecuting this lawsuit from June 22, 2018 through November 2, 2018 is \$4,243.96. These fees are reasonable and necessary for the services performed.
5. It is my opinion that these fees are reasonable attorney fees based upon the following factors:

- a. The novelty and difficulty of the issues involved and the skill required to provide the legal services properly;
- b. The time and labor involved to perform the legal services properly;
- c. The fee customarily charged in the community for similar services;
- d. The amounts involved and the results obtained;
- e. The time limitations imposed by the circumstances;
- f. The experience, reputation, and ability of the attorneys performing the services.

6. If this matter is appealed to the Court of Appeals, I estimate that Plaintiff will incur an additional \$10,000 in attorney's fees and expenses for the appeal. If a petition for review is filed in the Texas Supreme Court, I estimate that Plaintiff will incur an additional \$10,000 in attorney's fees and expenses for proceedings for a petition for a review. If review is granted in the Texas Supreme Court, I estimate that Plaintiff will incur an additional \$7,500 for proceedings on the merits before the Texas Supreme Court.

7. Based on the foregoing, Plaintiff is requesting an award of the following attorney's fees and expenses:

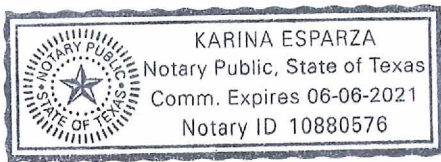
- a. \$4,243.96 for representation in District Court.
- b. \$10,000 for representation in the Court of Appeals in the event that the judgment is appealed and not reversed.
- c. \$10,000 for representation on Petition For Review in the Texas Supreme Court in the event that a Petition For Review is filed and the judgment is not reversed.
- d. \$7,500 for representation on the merits before the Texas Supreme Court in the event that review is granted and the judgment is not reversed.

FURTHER AFFIANT SAYETH NOT."



Clark Richards

SUBSCRIBED and SWORN TO, before me, on this 2nd day of November 2018.



A handwritten signature in blue ink, appearing to read "Karina", written over a horizontal line.

Notary Public in and for the State of Texas
My Commission Expires: June 6, 2021

UNOFFICIAL

Federal Identification No.: [REDACTED]

Bravatek Solutions, Inc.
2028 E. Ben White Rd. #240-2835
Austin TX 78741

Page: 1
09/27/2018
Account No: [REDACTED]-006M
Invoice No: 73441

Attn: Thomas Celucci

Bravatek v Go Eco Group

FEES					
			RATE	HOURS	
06/22/2018	CR	Review and analyze documents regarding GO Eco Group joint venture; draft correspondence to Tom Cellucci regarding Go Eco Group.	385.00	1.00	385.00
08/27/2018	KE	Run company investigator reports on Go Eco Group, Liberated Solutions and JV; background search on B. Conway; edit demand letter, petition and promissory note.	145.00	0.60	87.00
	CR	Review terms of JV agreement with Go Eco Group; research on corporate records for JV LLC; research on corporate records for Go Eco Group; draft proposed original petition; draft proposed promissory note; draft proposed demand letter to Brian Conway.	385.00	3.50	1,347.50
08/28/2018	KE	Finalize demand letter and attachments and send to B. Conway; forward same to client.	145.00	0.30	43.50
09/07/2018	CR	Research on service of citation for Go Eco and Brian Conway; revise and edit petition.	385.00	1.50	577.50
	KE	Correspondence with process server re long arm service; read Texas Rules of Civil Procedure regarding same; finalize and file original petition; correspondence with client regarding same.	145.00	0.80	116.00
09/11/2018	KE	Correspondence with process server regarding service of process on defendants by serving Secretary of State and by certified mail.	145.00	0.10	14.50
09/12/2018	KE	Correspondence to client re original petition and service request.	145.00	0.10	14.50
09/20/2018	KE	Receipt of returns of service and calendar answer deadline; correspondence to client regarding same.	145.00	0.30	43.50
FOR CURRENT SERVICES RENDERED				8.20	2,629.00

EXPENSES

09/07/2018	ProDoc eFiling/Filing fees for Original Petition and issuance of 4 citations.	299.67
09/17/2018	Austin Process LLC / Service of Process on Brian Conway via Texas Secretary of State (includes Secretary of State Filing Fee & Rush Fee)	165.50
09/17/2018	Austin Process LLC / Service of Process on Liberated Solutions, Inc. via Texas Secretary of State (includes Secretary of State Filing Fee)	98.00
	TOTAL EXPENSES	563.17
	Total Current Work	3,192.17

The Firm does not charge for in house copies, faxes, or long-distance.

Payment is due on receipt. Payment may be made online at

www.rrsfirm.com/payment. Thank you for your business.

Federal Identification No.: [REDACTED]

Bravatek Solutions, Inc.
2028 E. Ben White Rd. #240-2835
Austin TX 78741

Page: 1
10/30/2018
Account No: [REDACTED]-006M
Invoice No: 73714

Attn: Thomas Celucci

Bravatek v Go Eco Group

EXPENSES

09/25/2018	Austin Process LLC / Service of Process on Liberated Solutions Inc. via certified mail return receipt requested.	70.00
10/04/2018	Austin Process LLC / Service of Process on Brian Conway by Certified Mail/Return Receipt Requested.	70.00
10/10/2018	ProDoc eFiling/ Filing fee for Secretary of State's Certificates of Service -Liberated Solutions and Brian Conway.	3.34
	TOTAL EXPENSES	143.34
	Total Current Work	143.34

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Printed By: Clark Richards

Return To: _____

☐ On Hold - Do not Bill

Page 4 of 5

Reviewed By: _____ Review Date: _____

☐ Reprint with Edits

Notes: _____

☐ Released to Bill

Bravatek Solutions, Inc.
2028 E. Ben White Rd. #240-2835
Austin, TX 78741

Statement Date: November 2, 2018
Statement No. 73793
Account No. _____

Page: 1

RE: Bravatek v Go Eco Group

DRAFT INVOICE

FEES

			RATE	HOURS	
10/31/2018	KE	Review agreement and invoice and draft affidavit of T. Cellucci in support of motion for default; telephone conference with T. Cellucci; correspondence re Brian Conway.	145.00	0.80	116.00
	NA	Check docket to confirm no answer by defendants; prepare motion for default judgment and supporting affidavits for same.	145.00	0.50	72.50
11/01/2018	KE	Research online records re Brian Conway; finalize affidavit of Tom Cellucci; correspondence with Tom Cellucci re same; telephone conference with T. Cellucci re affidavit; review motion for default;	145.00	0.70	101.50
	CR	Revise and edit motion for default judgment; review rules for default judgment; revise and edit affidavit of Tom Cellucci for motion for default judgment; draft proposed final default judgment.	385.00	1.30	500.50
11/02/2018	KE	Work on attorney fee affidavit; finalize and file motion for default.	145.00	0.80	116.00
		FOR CURRENT SERVICES RENDERED		4.10	906.50

Recapitulation

Timekeeper	Hours	Rate	Total
Clark Richards	1.30	\$385.00	\$500.50
Karina Esparza	2.30	145.00	333.50
Natalie Abbitt	0.50	145.00	72.50

EXPENSES

11/01/2018	PeopleFinders.com - Fee for people search report for Brian P Conway.	1.95
	TOTAL EXPENSES	1.95

Bravatek v Go Eco Group

Account No: [REDACTED]-006M
Invoice No: 73793

Total Current Work

908.45

UNOFFICIAL

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